IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ILLINOIS

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	CRIMINAL NO. 17-30080-DRH
	)	
PATRICK M. DOUGHERTY,	)	
	)	
Defendant.	)	

STIPULATION OF FACTS

Comes now Donald S. Boyce, United States Attorney for the Southern District of Illinois through Ranley R. Killian, Assistant U.S. Attorney for this District and herewith enter into the following Stipulation of Facts with the Defendant, Patrick M. Dougherty, represented by his attorney, Brian Pakett, pertaining to the conduct of the Defendant charged in the information in this case and the relevant conduct of the defendant within the scope of U.S.S.G. § 1B1.3.

1.   Beginning on or about August 10, 2015, and continuing until on or about June 29, 2016, Defendant was employed by a Florida corporation known as Client Care Experts, LLC, formerly known as First Choice Tech Support, LLC ("Client Care/First Choice"). Client Care/First Choice was located at 2637East Atlantic Boulevard, #139, Pompano Beach, Florida, and 3301 Quantum Boulevard, Suite 201, Boynton Beach, Florida.

2.   Client Care/First Choice was a Tech Support scam which defrauded thousands of consumers throughout the United States.

3.   The owners and managers of Client Care/First Choice purchased internet advertisements that were known as pop-ups. These pop-ups appeared without warning on consumers' computer screens as they were browsing or searching the internet. The appearance of

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the pop-ups was triggered by certain actions taken by the consumers, including misspelling URLS and domain names.

4.   The pop-ups purchased by the owners and managers of Client Care/First Choice falsely informed the consumers that a serious problem had been detected with their computers. Frequently, the pop-ups falsely informed the consumers that viruses or malware had been detected. The pop-ups also frequently falsely told the consumers that they were at risk of losing all of the data and information stored on their computers.

5.   The pop-ups purchased by the owners and managers of Client Care/First Choice froze the browsers of the computers they appeared upon. As a result, the consumers were unable to exit the pop-ups without shutting down or re-booting their computers.

6.   The pop-ups purchased by the owners and managers of Client Care/First Choice instructed the consumers not to shut down or re-boot their computers. Instead of shutting down or re-booting, the pop-ups instructed the consumers to call a telephone number which appeared in the pop-ups.

7.   When consumers called the telephone number listed on the pop-ups, their calls were routed to Client Care/First Choice. Frequently, the Client Care/First Choice salespersons who answered the calls identified themselves as Level One Diagnostic Technicians. The salespersons then offered to help the consumers with the problems they were purportedly having with their computers.

8.   In speaking with the consumers, the sales agents of Client Care/First Choice followed a script. This script was designed to deceive the consumers into believing that there were serious problems with their computers, that they were in danger of losing all of their data and

information, and that their computer problems could be solved by purchasing the services and products offered by Client Care/First Choice.

9.   As part of the sales process, the salespersons convinced the consumers to allow Client Care/First Choice to gain remote access to their computers.

10.   After gaining access to the consumers' computers, the salespersons looked through the consumers' computer systems and commented upon what they saw. Frequently, the salespersons commented on routine computer functions and processes and falsely stated that those functions and processes were evidence of problems. In addition, the salespersons often falsely stated that the pop-ups which appeared on the consumers' screens were evidence of problems with their computers.

11.   The salespersons also ran a program known as Webroot System Analyzer ("Webroot") on the consumers' computers. Webroot was designed to scan computer systems and identify problems. Webroot gave each computer a mathematical score to reflect the health of the computer, with a score of 100 reflecting a fully healthy computer.

12.   Regardless of the Webroot score, the salespersons always attempted to convince the consumers that they had problems with their computers and that they needed to purchase the services and products offered by Client Care/First Choice.

13.   In order to convince the consumers to purchase the Client Care/First Choice services and products, the salespersons employed something known as the "Best Buy pitch." Under this pitch, the salespersons asked the consumers if they were located near a Best Buy or similar store. The sales persons then told the consumers that they could have their computers fixed at Best Buy or a similar store, but Best Buy or the similar store would take much longer, and charge them much more, than Client Care/First Choice. The Best Buy pitch was designed to make the

consumers trust the salespersons, and to cause the consumers to believe that Client Care/First Choice was the best, quickest, cheapest, and most convenient way to have their purported computer problems resolved.

14.   Throughout the calls, the salespersons concealed from the consumers the fact that if they just shut down or re-booted their computers, the pop-ups would go away and their computers would return to normal functioning.   The salespersons also concealed from the consumers that Client Care/First Choice had caused the pop-ups which froze the consumers' computer screens.

15.   At the conclusion of the calls, the salespersons first sold the consumers a service known as a system "tune-up."   The price for the system tune-up was typically $250.   The salespersons also sold the consumers anti-virus protection software.   The price for the anti-virus protection software was typically $400.   If the consumers stated that they were unable to afford these prices, the salespersons offered various discounts, such as senior discounts and military discounts.

16.   Client Care/First Choice paid the salespersons a commission for each sale they made.

17.   After the salespersons made a sale, they referred the consumers to the Tech Department of Client Care/First Choice.   Employees of the Tech Department purportedly "tuned up" the consumers' computers and installed the anti-virus protection software.

18.   During its period of operation, Client Care/First Choice victimized at least fifty-nine individuals who were located within the Southern District of Illinois.

19.   During his employment with Client Care/First Choice, Defendant worked as a salesperson. In this position, Defendant made sales utilizing the false, fraudulent, and deceptive sales pitch and technique described in the preceding paragraphs.

20.   Defendant admits that while he worked as a salesperson, he knowingly and intentionally deceived the customers of Client Care/First Choice in the following manner: (1) he convinced the customers that their computers had serious problems, and that they were in danger of losing the data and information stored on their computers, when, as Defendant well knew, this was not true; (2) he concealed from the customers the fact that Client Care/First Choice had a role in causing the pop-ups which had frozen the customers' browsers; and (3) he concealed from the customers the fact that the customers could get rid of the pop-ups by simply restarting or re-booting their computers.
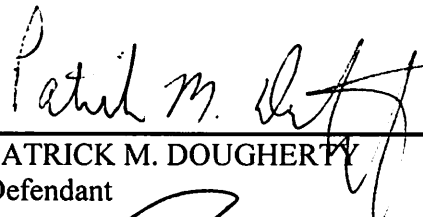
21.   As Defendant knew, Client Care/First Choice employees caused interstate wire communications to take place in furtherance of the conspiracy and scheme to defraud, including telephone calls, internet communications, and other signals between southern Florida and consumers located throughout the United States, including the Southern District of Illinois.

All in violation of Title 18, United States Code, Section 1349.

SO STIPULATED:

UNITED STATES OF AMERICA,

DONALD S. BOYCE
United States Attorney

_____
PATRICK M. DOUGHERTY
Defendant

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RANLEY R. KILLIAN
Assistant United States Attorney

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BRIAN PAKETT
Attorney for Defendant

Date: ___6/8/17___

Date: ___6/8/17___

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